

COAST TO COAST LEASING, INCORPORATED

CAR SERVICE AGREEMENT

RECORDATION NO. 5938
FEB 8 - 1971 - 3 35 PM
INTERSTATE COMMERCE COMMISSION
Filed & Recorded

Effective this sixth day of December, 1968 COAST TO COAST
LEASING, INCORPORATED, a Illinois Corporation, Chicago, Illinois,
(hereinafter referred to as Lessor), and ANACONDA WIRE AND CABLE
COMPANY (NEW YORK, NEW YORK).
(hereinafter referred to as Lessee), agree as follows:

1. LESSOR will lease to LESSEE special cars at rental rates and for rental periods which shall be mutually agreed upon between the parties and shown on riders to be added from time to time to this Agreement. The rental charges shall be the rental rates less the mileage credits as hereinafter provided. LESSEE will give LESSOR sufficient advance notice of its requirements for cars to enable LESSOR to provide for such requirements and LESSOR will use reasonable efforts to do so. All cars leased pursuant to such riders are subject to the terms of this Agreement.
2. LESSEE will pay LESSOR for the use of said cars such rental charges from the date each car is forwarded to LESSEE until the date such car is released by LESSEE. Bills for rental charges will be rendered monthly and are payable within ten (10) days thereafter.
3. The LESSEE agrees to furnish LESSOR promptly with complete reports of the movements of the cars, including dates loaded and shipped, commodity, destination, and full junction routing; and LESSOR agrees to keep records pertaining to the movements of the cars. LESSOR shall collect all mileage earned by the cars while the cars shall be in the LESSEE'S service hereunder, and shall credit, said mileage so collected to the LESSEE'S car service account; provided, however, that the total of such mileage credits shall not exceed the aggregate service charges payable by the LESSEE under this Agreement. LESSOR agrees to report said mileage credit to the LESSEE on or about the last day of the second month succeeding the month during which such mileage shall be earned.

The LESSEE agrees so to use the cars that their mileage under load shall be equal to their mileage empty upon each railroad over which the cars shall move; and, upon the expiration or termination of this Agreement, should the empty mileage of the cars upon any railroad exceed the loaded mileage of the cars on such railroad, the LESSEE agrees to pay the LESSOR, as an additional service charge, for such excess of empty mileage, at the rates established by the tariffs of the railroad upon which such excess shall be incurred.


4. LESSEE shall operate the cars covered by this Agreement in a manner which will prevent accumulation of empty mileage on any railroad in excess of loaded mileage on such railroad. Should the LESSEE fail to prevent the accumulation of excess empty miles, then LESSOR may, if circumstances warrant such action, bill LESSEE for such excess empty miles in accordance with the then current tariff provisions applicable to excess empty mile accumulations.
5. LESSEE will report promptly to LESSOR the point and date of shipment, routing and destination of each car movement and any other information that may be reasonably required.
6. Any demurrage, track storage or detention charge imposed in connection with any car covered by this Agreement shall be the liability of LESSEE or consignee. LESSEE'S tracks shall be considered home tracks for the cars covered by this Agreement and LESSOR shall have the use thereof, without charge. LESSEE will perform and/or pay for all switching of such cars within or about its plant. Whenever any of LESSEE'S plants may be located on or served by a so-called industrial railroad, LESSEE shall be liable for all costs incidental to the operation of LESSOR'S cars on or moving over such railroad.
7. Any cleaning of cars that may be necessary to prepare them for shipment of commodities by or for LESSEE, shall be done at LESSEE'S expense and responsibility unless otherwise agreed.

8. No lettering or marking of any kind shall be placed upon said cars by LESSEE without written permission of LESSOR, providing, however, LESSEE may cause said cars to be stenciled, boarded or placarded with letters not to exceed two inches (2") in height to indicate to whom the cars are leased.
9. LESSOR shall not be liable for any loss of, or damage to, commodities, or any part thereof, loaded or shipped in the cars, however such loss or damage shall be caused, or shall result. The LESSEE agrees to assume responsibility for, to indemnify LESSOR against, and to save it harmless from, any such loss or damage, or claim therefor.
10. The LESSEE agrees to use the cars exclusively in the LESSEE'S own service within the boundaries of the continental United States (exclusive of Alaska and Hawaii), Canada, Mexico, and Cuba, and to make no transfer or assignment of this Agreement, or of the cars, without LESSOR'S prior written consent; and this Agreement, and the rights of the LESSEE herein, shall not be assignable or transferable by operation of law. No title, leasehold, or property interest of any kind in any of the cars shall vest in the LESSEE, or in the LESSEE'S successors or assigns, by reason of this Agreement, or by reason of the delivery to, or use by, the LESSEE, of the cars.
11. If the LESSEE shall fail to carry out and perform any of the obligations on its part to be performed under this Agreement, or if a petition, in bankruptcy, for reorganization, for a Trustee, or for a Receiver, shall be filed by or against the LESSEE, then, and in any of said events, LESSOR shall have, without notice or demand, the right immediately to repossess the cars, to remove the cars from the LESSEE'S service, and to terminate this Agreement. If LESSOR shall not terminate this Agreement, the LESSEE'S liability for said car service charges shall continue. The rights and remedies herein given to LESSOR shall in no way limit its rights and remedies given or provided by law or in equity.

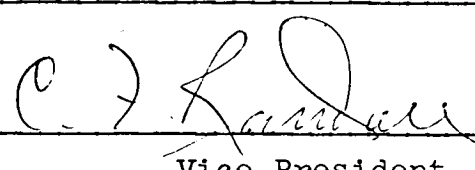
12. Except as otherwise provided in this Agreement, LESSOR is responsible for maintaining and repairing the cars furnished hereunder in accordance with the requirements of railroad companies and the Code of Rules of the Association of American Railroads, the Regulations of the Interstate Commerce Commission and the rules and regulations of other Federal and State Authorities having jurisdiction. LESSOR shall have no such responsibility until informed of the need for such maintainance or repair.
13. It is the duty of LESSEE to know that cars leased hereunder are in proper condition for loading and shipment, except for those responsibilities which, under the law, have been assumed by the railroads.
14. If any of the cars leased hereunder are reported as bad order and require repairs, other than repairs made by the railroads, rental charges will be continued in effect.
15. LESSEE shall be liable for loss of or damage to any car, or parts thereof, if such loss or damage is due to the negligence of LESSEE or its subleasee, consignee or consignor.
16. LESSEE shall be liable for damage to any car covered by this Agreement, whether or not due to LESSEE'S negligence, if caused by the commodity loaded therein. LESSEE will use said cars for the transportation and handling of commodities which will not injure or damage the cars, unless otherwise specified in a rider, and any car returned to LESSOR must be in the same condition in which it was furnished, excepting for ordinary wear and tear.
17. LESSOR shall not be liable for any loss or damage to commodities loaded in its cars.
18. If a car covered by this Agreement be destroyed, rental therefor will cease on the date of such destruction and LESSOR shall not be obligated to furnish and LESSEE shall not be obligated to accept a replacement. Terms governing a replacement will be subject to mutual agreement at the time.
19. LESSOR will pay all property taxes properly imposed on or measured by said cars or the mileage thereon and file all property tax reports relating thereto, but LESSEE will be liable for all sales and use taxes.

20. This Agreement will be effective as dated and will expire upon completion of the leasing arrangement shown on attached riders of the last car or cars covered thereunder.

COAST TO COAST LEASING, INCORPORATED (LESSOR)

By 
President

ANACONDA WIRE AND CABLE COMPANY (LESSEE)

By 
Vice President

RIDER NO. 1 TO CAR SERVICE AGREEMENT

Effective this sixth day of December, 1968 this rider shall become a part of the Car Service Agreement between COAST TO COAST LEASING, INCORPORATED, LESSOR, and

ANACONDA WIRE AND CABLE COMPANY, LESSEE, dated December 6, 1968, and the cars described herein shall be leased to LESSEE subject to the terms and conditions in said Car Service Agreement during the term and for the rental shown below:

<u>CLASS OR TYPE OF CAR</u>	<u>APPROXIMATE CAPACITY CUBIC FEET</u>		<u>MONTHLY RENTAL (PER CAR)</u>
Special Cars - Formerly B. F. Goodrich Granu-Flow Rail Car	2,800	3,600	
Rail Car Serial Nos.	CTAX-11003	CTAX-11002	\$655.00 Each
Classification	"LO" Series	"LO" Series	
Load Capacity	100 Tons	100 Tons	
Light Weight	57,400 lbs.	66,700 lbs.	
Tank Width	10'8"	10'8"	
Length Over Strikers	41'9"	52'3"	
Truck Centers	30'9"	41'3"	
Wheels	38" Dia. (Std. 36" Dia.)	36" Dia.	
Discharge	4" & 6" Dia. Either Side	4" Either Side	
Air Inlet	3" Dia. Either Side	3" Dia. Either Side	
Operating Pressure	Up to 25P.S.I.	Up to 25P.S.I.	
Air Requirements	450-600 SCFM	450-700 SCFM	
Interior Lining	{Lined Per FDA} {Requirements }	{Lined Per FDA} {Requirements }	
Bearings	Roller Type	Roller Type	

The minimum rental period for the cars leased hereunder shall be Ten (10) years, and the cars will continue under lease thereafter until cancelled by six (6) months notice given after expiration of the minimum period. This rider will terminate automatically upon the date of release of the last car covered by this rider.

Cancels Rider No. _____

Effective Riders 1

COAST TO COAST LEASING, INCOPORATED (LESSOR)

By _____

President

ANACONDA WIRE AND CABLE COMPANY (LESSEE)

By _____

Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of October, 1970,
before me personally appeared Duane B. Clark,
to me personally known, who being by me duly sworn, says that he
is the President of COAST TO COAST LEASING, INC., that the
seal affixed to the foregoing instrument is the corporate seal
of said corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

Phemany C. Daren

(SEAL)

My commission expires: *Dec. 26, 1971*.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I do hereby certify that I have compared the attached copy of the Car Service Agreement between COAST TO COAST LEASING, INCORPORATED and ANACONDA WIRE AND CABLE COMPANY, dated as of December 6, 1968 with the original of that agreement, and I further certify that this attached copy is a true and correct copy of said Car Service Agreement.

Kenneth H. Fry
KALLIOPL

(SEAL)

My commission expires: My Commission Expires August 31, 1970